



MCCLOSKEY ROBERSON
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July 30, 2020

Via Email [rww@bymanlaw.com]

Randy W. Williams
Byman & Associates PLLC
7924 Broadway, Suite 104
Pearland, TX 77581

Re: Proposed Engagement Agreement; In re: Command Energy Services International, Ltd. (the “Debtor”), Case No. 20-30289; In the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the “Bankruptcy Case”); Special Litigation Counsel Proposal by McCloskey Roberson, PLLC.

Dear Randy:

Pursuant to our discussions, I am submitting this proposal under which McCloskey Roberson, PLLC (the “Firm”) will undertake the analysis and pursuit of certain of the estate’s claims and causes of action on your behalf in the above referenced bankruptcy case.

Description of Engagement

The services the Firm will undertake on your behalf will consist of identifying and analyzing all claims and causes of action owned by the estate related to the recovery of funds from certain accounts held in Barbados (collectively, the “Claims”).

The Firm’s work will include the drafting of documents, preparation of pleadings, attending court hearings and trials, participating in negotiations, performing legal research, and conducting conferences and consultations as may be necessary to represent you with respect to the Litigation. We will provide you with a draft lawsuit or pleading and a proposed course of action prior to any litigation being commenced. It is agreed and understood that no action will be taken without your express approval.

EXHIBIT 1

Although the Firm will endeavor to obtain results satisfactory to you, we cannot guarantee that we will be successful. As part of this agreement, you acknowledge that (i) neither the Firm nor any of its attorneys have made any promises or guarantees regarding any outcome of the Litigation and you acknowledge that no guarantees or promises can be made regarding the outcome thereof; (ii) neither the Firm nor any of its attorneys have made any promises or guarantees regarding the length of time required to obtain the resolution of the Litigation; and (iii) either at the beginning or during the course of their representation, the Firm may express their opinions or beliefs concerning the Litigation and the results that might be anticipated; but that any such statement(s) are intended to be an expression of opinion only, based on information available at the time, and must not be construed by you as a promise or guarantee, as no such promises or guarantees are possible.

To enable us effectively to perform the services contemplated, it is essential that you disclose fully and accurately all facts and keep us apprised of all developments relating to the Litigation. You have agreed to cooperate fully with us and to make yourself available to attend meetings, conferences, hearings and other proceedings.

The Firm's representation will be limited to the specific matters referenced herein. The Firm is not undertaking, absent a specific engagement letter to the contrary, to represent you in other matters or in any general counsel capacity. You expressly represent that you have the full and complete authority to enter into this agreement, subject to approval of the United States Bankruptcy Court for the Southern District of Texas.

Legal Fees

In consideration of the legal services rendered and to be rendered by the Firm, you hereby assign, grant and convey to the Firm, as its compensation herein, a 35% undivided interest in the "*gross value of any settlement or recovery*" from or in connection with its investigation and prosecution of the Claims. You acknowledge that the foregoing contingency fee is not set by law, but is negotiable, and has been negotiated between you and CMR.

The term "*gross value of any settlement or recovery*" as used above means the amount of cash plus the fair market value of any other property (real, personal or intangible), valued at the date received, recovered by or for you in connection with the Claims, including actual and punitive damages, interest and attorneys' fees. If attorneys' fees are recovered by suit, settlement, or in any other manner, then said attorneys' fees are added to any recovery and the contingency fee shall be computed on such "*gross recovery*." The "*gross value of any settlement or recovery*" will be calculated before deduction of any applicable expenses of the lawsuit(s).

If a settlement includes future or periodic annuity payments, the contingency fee will be based on the cost of the entire settlement, if the cost can be determined after reasonable efforts. If the cost cannot be determined, the basis will be the present value of the settlement.

Out-of-Pocket Expenses

In addition to the foregoing fee, the Firm shall advance reasonable fees, expenses and costs associated with the hiring of consultants and/or lawyers in Barbados ("Barbados Consultants") to assist in pursuit of the Claims. The fees and expenses in connection with the Barbados Consultants will be borne solely by the Firm and the Firm *will not* seek reimbursement or recovery of any such fees or expenses from the Trustee or the Debtor's estate.

With respect to all other expenses, the Firm shall advance reasonable expenses including without limitation, charges for photocopying, courier services, document retrieval costs, staff overtime when required by the client or the matters timing, printing, computer-assisted legal research, postage, long distance, telex, telecopier, deposition, filing fees, witness and expert fees, subpoena fees, parking fees, tolls, travel expense (including mileage), and any fees for outside contract services (the "Other Expenses"). Subject to Bankruptcy Court Approval, you shall reimburse the Firm's Other Expenses upon successful resolution of the Claims and solely out of any proceeds received from the Claims.

Payment Arrangements

It is understood by and between us that fees for services rendered and reimbursements for disbursements and/or expenses are due and payable in full in Harris County, Texas.

Settlements

Any settlement offer received by the Firm will be immediately conveyed to you with our recommendation for acceptance or rejection. Any settlement offer received by you will be conveyed to the Firm.

No settlement of any nature shall be made for the Litigation without the approval of you and the United States Bankruptcy Court. You acknowledge that all communications from adverse parties or their counsel in connection with the Litigation are required to be directed to the Firm, as counsel, pursuant to Texas Disciplinary Rule of Professional Conduct 4.02; and you agree to instruct all adverse parties and their counsel to communicate only through the Firm, unless the Firm agrees otherwise.

Conflict Matters

If a controversy arises between you and any other client of the Firm, the Firm, after taking into account the applicable rules of professional ethics, may decline to represent you or such other client or both you and such other client. Following the conclusion of our representation in this matter, the Firm reserves the right to represent other future clients on unrelated matters which may be adverse to your interests.

Withdrawal/Termination of Representation

Our representation may be terminated prior to the conclusion of the matter covered under this engagement letter by written notice to the other party. Subject to Bankruptcy Court approval, the Firm reserves the right to withdraw from their representation if, among other things, you fail to honor the terms of this engagement letter or fail to cooperate or follow our advice on a material matter, or if any fact or circumstance would, in our view, render our continuing representation unlawful, unethical, ineffective or economically unfeasible. No such termination or withdrawal, however, will relieve you of the obligation to pay the legal fees owed for services performed and other charges owing to us as set forth in this Agreement.

Work Files – Retention and Disposition

We will maintain all documents furnished to us in our files for this matter. At the conclusion of the matter covered under this engagement letter (or earlier, if appropriate), it is your obligation to advise us as to which, if any, documents in our files you wish the Firm to return. The Firm may keep copies thereof for our records to the extent we believe advisable. The Firm will retain any remaining documents in our files for a period of three (3) years following conclusion of our representation in the matter. THEREAFTER SUCH FILES MAY, AT OUR SOLE DISCRETION AND WITHOUT FURTHER NOTICE TO YOU, BE DESTROYED.

E-Mail Communications

To the extent appropriate, the Firm communicates with their respective clients (and others) by means of electronic mail. The use of e-mail has proved over time to be an effective and efficient means of exchanging both messages and documents. We are mindful of the concerns of some clients that e-mail transmissions could be compromised, and thus prohibit its use or prohibit its use in an unencrypted form. The use of encryption, however, though intended to be "seamless" in use, has caused difficulties in communicating with some parties. Thus, to avoid the possibility of disruptions in the flow of information, and prompted by the near-unanimity on the part of bar associations throughout the country as well as by the American Bar Association, in support of the preservation of attorney-client privileges in unencrypted e-mail communications, unless specifically instructed by you, we will assume your consent to the use of unencrypted e-mail as a means of communications.

Approval of Terms of Engagement

If the above and foregoing meets with your understanding, please so indicate by executing this Agreement in the place provided below for your signature. A copy of this Agreement should be retained for your files.

Bankruptcy Court Approval

The parties acknowledge that the Bankruptcy Court must approve this agreement. Moreover, no compensation or expenses shall be paid without an order from the Bankruptcy Court.

If you have any questions, please do not hesitate to call.

Sincerely,

McCloskey Roberson, PLLC

By: _____

Thomas A. Woolley, III

Accepted and Agreed this 29 day of July, 2020:

Randy W. Williams, Chapter 7 Trustee for Command Energy Services International, Ltd.

NOTICE TO CLIENTS

The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys.

Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar Office of General Counsel will provide you with information about how to file a complaint.

For more information, please call 1/800/932-1900. This is a toll-free phone call.